

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
OMB No. 0704-0187
Expires Aug 31, 1992

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

| | | | | | | | | | |
|---|--|---|--|---|--|---|--|---|--|
| 1. CONTRACT / PURCH ORDER NO. N68171-01-M-5095 | | 2. DELIVERY ORDER NO. | | 3. DATE OF ORDER (YYMMDD) 01 Nov 03 | | 4. REQUISITION / PURCH REQUEST NO. SC0700-00-M-P981 | | 5. PRIORITY | |
| 8. ISSUED BY NRCC Detachment London Department of Environment Complex Block 2, Wing 12, Lime Grove Ruislip, Middlesex HA4 8BX Ian Trevett +44 (0)20-8385-5173 | | CODE N68171-W | | 7. ADMINISTERED BY (if other than 8) CODE DCMC UNITED KINGDOM UNIT 2, HAMPDEN COURT, KINGSMEAD BUS PK LOUDWATER, HIGH WYCOMBE, BUCKS HP11 1JU TEL: 01494-430728 FAX: 01494-451636 | | CODE SUK12A-L | | 8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other) | |
| 9. CONTRACTOR NAME AND ADDRESS U1585... HYMATIC ENGINEERING CO LTD BURNT MEADOW ROAD, NORTH MOONS MOAT REDDITCH, WORCS. B98 9HJ UK Contact: EAMONN GRICE 01527-64931 | | CODE U1585 | | FACILITY CODE | | 10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 1 Feb 8 | | 11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DIS-AD <input type="checkbox"/> VANTAGED <input type="checkbox"/> WOMEN-OWNED | |
| 14. SHIPTO See Schedule N68171-01-M-5095 | | CODE N68171-Z | | 15. PAYMENT WILL BE MADE BY DFAS EUROPE, ATTN DCMC SECTION MANHEIMER STR., KLEBERKASERNE BUILDING 3208, ROOM 120 67657 KAISERSLAUTERN, GERMANY | | 12. DISCOUNT TERMS Net 030 | | 13. MAIL INVOICES TO See Block 15 | |
| 16. ORDER OF DELIVERY PURCHASE X | | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your REF 6930 DATED 18/10/00 ACCEPTANCE, THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | |

NAME OF CONTRACTOR _____ SIGNATURE _____ TYPED NAME AND TITLE _____ DATE SIGNED (YYMMDD) _____
If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA / LOCAL USE
CG 97X4930.5CC0 000 00260 0 000000 00 000000 000000S33150

Award Amount US \$4,601.98

| 18. ITEM NO. | 19. SCHEDULE OF SUPPLIES / SERVICE | 20. QUANTITY ORDERED / ACCEPTED | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|--------------|---|---------------------------------|----------|----------------|------------|
| | <p>PROMPT PAYMENT ACT: Unless otherwise stated in the body of this document, contractor supplies and services provided herein are subject to the seven (7) calendar day constructive acceptance period, as stated in NAPS 5232.903.</p> <p>SHIPPING INSTRUCTIONS: See clause No 00.000-0122 herein entitled: "Material Inspection & Receiving Report DD250"</p> <p>The "Ship to" address cited against each line item is for Shipping Instruction for US Government Information Only.</p> <p>Exchange Rate \$1.00 = PS 0.6060</p> | | | | |

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA

Ian Trevett +44 (0)20-8385-5173

BY:

[Signature]
CONTRACTING / ORDERING OFFICER

25. TOTAL 2,788.80

29. DIFFERENCES

26. QUANTITY IN COLUMN 20 HAS BEEN

☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

38. I certify this account is correct and proper for payment.

DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____

27. SHIP. NO.

☐ PARTIAL
☐ FINAL

28. D.O. VOUCHER NO.

32. PAID BY

30. INITIALS

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

37. RECEIVED AT

38. RECEIVED BY (Print)

39. DATE RECEIVED (YYMMDD)

40. TOT. CONTAINERS

41. S/R ACCOUNT NUMBER

42. S/R VOUCHER NO.

DB

| CONTINUATION SHEET | | DATE OF ORDER 11/03/01 | CONTRACT/PURCHASE ORDER NO. N68171-01-M-5095 | | PAGE 2 | OF 12 |
|--|---|---------------------------|---|---------------|-----------|----------|
| NAME OF VENDOR OR CONTRACTOR HYMATIC ENGINEERING CO LTD | | | | | | |
| ITEM NO. | SUPPLIES OR SERVICES | QUANTITY ORDERED | UNIT | UNIT PRICE | AMOUNT | |
| 0001 | NOMEN: RING. PISTON P/N: ATT293000-01 NSN: 2805-00-452-5174 PKG: UK DEFCON 129 AND DEFSTAN 81-41 LEVEL N QUP: 001 M/P: SC0700-00-M-P981 POST TO S9C ACCOUNT CDD: 8 FEBRUARY 2001 OR EARLIER PRI:15 CD:C TAC:SICC TP:3 STOCK #: 2805-00-452-5174 Ship to: RECEIVING OFFICER N00146 SUPPLY DIRECTORATE BLDG 147 MARINE CORPS AIR STATION CHERRY POINT NC 28533-5001 | 67.00 | EA | 41.400000 | 2,773.80 | 4,988.84 |
| 0002 | NOMEN: DELIVERY CHARGE TO UK PORT OF EXIT Ship to: SEE SCHEDULE | 1.00 | LT | 15.000000 | 15.00 | |

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52.252-2 Clauses Incorporated by Reference (FEB 1998)

As prescribed in 52.107(b), insert the following clause:

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

(END OF TEXT)

52.203-3 Gratuities (APR 1984)

As prescribed in 3.202

52.211-5 Material Requirements (AUG 2000)

As prescribed in 11.304

52.211-16 Variation in Quantity (APR 1984)

As prescribed in 11.703(a)

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)

As prescribed in 23.303

52.225-8 Duty-Free Entry (FEB 2000)

As prescribed in 25.1101(e)

52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)

As prescribed in 25.1103(b)

52.229-6 Taxes--Foreign Fixed-Price Contracts (JAN 1991)

As prescribed in 29.402-1(a)

52.232-17 Interest (JUN 1996)

As prescribed in 32.617(a) and (b)

52.246-1 Contractor Inspection Requirements (APR 1984)

As prescribed in 46.301

52.246-2 Inspection of Supplies--Fixed-Price (AUG 1996)

As prescribed in 46.302

52.246-15 Certificate of Conformance (APR 1984)

As prescribed in 46.315

52.246-16 Responsibility for Supplies (APR 1984)

As prescribed in 46.316

52.247-36 F.A.S Vessel, Port of Shipment (APR 1984)

As prescribe in 47.303-8(e)

N68171-01-M-5095

52.247-52 Clearance and Documentation Requirements—Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)

As prescribe in 47.305-6(f)(2)

52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (JUL 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).
- (ii) 52.225-13, Restrictions on Certain Foreign Purchases (Jul 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).
- (iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (May 1997).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jun 1997).
- (v) 52.233-1, Disputes (Dec 1998).
- (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C.35-45) (Applies to supply contracts over \$10,000 in the United States).
- (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer-Central contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

- (xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
 - (ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).
 - (iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).
 - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
-

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(END OF TEXT)

**00.000-0101 INSPECTION AND ACCEPTANCE BY DCMC NE – UK (Loudwater)
(Origin) (May 1992) NRCC DET LON**

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by DCMC NE – UK (Loudwater) at the Contractor's or Subcontractor's plant. The location designated for such inspection and acceptance shall not be changed without prior, written authorization of the Contracting Officer.

(b) The cognizant DCMC inspector shall be notified when supplies or services are ready for Government inspection. The inspector may be contacted as shown below:

DCMC NE – UK (Loudwater)
Unit 2 Hampden Court
Kingmead Business Park
Loudwater, High Wycombe, Bucks HP11 1JU
Phone # (01494) 430761 Fax # (01494) 451363

(c) Advance notification to the cognizant inspector is required at least 7 days prior to Government inspection and/or testing the supplies or services which are ready to be delivered.

(END OF TEXT)

**00.000-0107 DEF STAN 81-41, PRESERVATION, PACKAGING, AND PACKING
(JAN 1999) NRCC DET LON**

(a) The supplies to be delivered hereunder shall be packaged in accordance with UK DEFCON 129 (latest edition) less paragraph 12 procedures, and DEF STAN 81-41 Level N. All preservation, packaging, and packing charges are included in the order amount.

(b) The supplies to be furnished under this order should be packed in separate containers. Each container shall be clearly marked with the quantities of each item and the ultimate destination where the supplies will be shipped by the U.S. Government.

(END OF TEXT)

**00.000-0108 MARKING FOR SHIPMENT-BAR CODING REQUIRED
(AUG 1993) NRCC DET-LON**

Items supplied hereunder for stock shall be marked for shipment in accordance with MIL-STD-129M, Latest Revision, including bar coding in accordance with MIL-STD-1189B as clarified below:

a. The preferred bar code density (characters/inch) is standard, but densities from standard to low are acceptable. Densities are defined in MIL-STD-1189A.

b. The OGR-A characters do not have to be machine readable.

c. The bar code shall be machine readable.

d. On outer containers:

(1) The item stock number and contract number may be encoded in one line of bar code, in that order with no spaces or dashes encoded, or

- (2) The item stock number and contract number may be encoded on two labels. The top label will have the stock number and the lower one will have the contract Number.
- e. The preferred position of the OCR-A characters is below the bar codes but the OCR-A characters may be above the bar codes.
- f. Multi-packs (shipping containers with two or more stock numbered items) shall not be bar coded.
- g. On intermediate and unit packs the NSN in bar code with OCR-A below may be on the same label as the other data required by MIL-STD-129M. However, the bar code NSN will appear on top line with the OCR-A characters on the second line.

(END OF TEXT)

00.000-0109 MARKING OF UNIT AND INTERMEDIATE PACKAGES (AUG 1993) NRCC DET LON

A unit package is the first tie, wrap, or container applied to a single item or a quantity thereof, or to a group of items which constitutes a complete or identifiable pack. Each unit and intermediate package shall be marked with and identified in the following order, NSN (National Stock Number), manufacturer's part number, item description as cited in the procurement document, serial number if applicable, quantity and unit of issue, Government purchase order number, cure date if applicable, level of preservation and date of shelf life marking if applicable. The words "National Stock Number", "item description", "quantity" and "unit of issue" shall not be made part of the markings.

(END OF TEXT)

00.000-0110 PACKING LISTS (AUG 1993) NRCC DET-LON

Each shipment piece shall be accompanied by a packing list indicating the Government purchase order number, NSN, and/or manufacturer's part number, item nomenclature as cited in the procurement document, quantity and unit of issue, and any additional identification as may be required by the contract. One copy of the packing list shall be placed in a waterproof envelope which shall be securely attached to the outside of the container in the most protected location, the words "packing list enclosed" shall be clearly marked on the exterior of the waterproof envelope.

(END OF TEXT)

00.000-0111 NOTICE TO DCMC UNITED KINGDOM REGARDING HAZARDOUS MATERIALS (AUG 1993) NRCC DE LON

- (a) The contractor is responsible for notifying the Transportation Officer at DCMC NORTHERN EUROPE, High Wycombe 01494-430776 upon receipt of this order if any item or component part to be supplied under this order is classified as hazardous material and is not identified in this order as being hazardous material.
- (b) The contractor is required to supply the DOT Hazard Class/Division/Compatibility Group and the UN number at least 10 days prior to shipment to the Transportation Officer, DCMC UNITED KINGDOM, Unit 2, Hampden Court, Kingsmead Business Park, Loudwater, High Wycombe, Bucks HP11 1JU, Tel (01494) 430776, Fax (01494) 451636

(END OF TEXT)

**00.000-0117 CONSIGNEE'S NOTIFICATION TO PURCHASING ACTIVITY OF
NON-RECEIPT, DAMAGE, OR NONCONFORMANCE (AUG 1993) NRCC
DET LON**

The consignee shall notify the purchasing office promptly after the specified date of delivery of supplies not received, damaged in transit, or not conforming to specifications of the purchase order. Unless extenuating circumstances exist, the notification should be made not later than 60 days after the specified date of delivery.

(END OF TEXT)

**00.000-0118 INVOICING INSTRUCTIONS (WITH DD250) (AUG 1993)
NRCC DET LON**

Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "orginal") to the address designated by block 13 of the DD 1155, block 10 of the SF26 or block 23 of the SF33. Invoices shall contain:

- (a) name and address of the Contractor;
- (b) invoice date;
- (c) contract number;
- (d) description, quantity, unit of measure, unit price, and extended price of supplies delivered or service performed;
- (e) shipping and payment terms (e.g. shipment number and date of shipment, prompt payment, discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
- (f) name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (g) name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice;
- (h) any other information or documentation required by other requirements of the contract (such as evidence of shipment);
- (i) a copy of the signed DD form 250 shall be submitted concurrently with the invoice, The DD Form 250 number shall be cited on the invoice.

(END OF TEXT)

**00.000-0122 MATERIAL INSPECTION AND RECEIVING REPORT (DD250)
(AUG 1993) NRCC DET-LON**

- (a) The Contractor shall contact the Transportation Branch at DCMC UNITED KINGDOM, High Wycombe prior to dispatch of goods for correct shipping address. All telephone calls concerning

shipment of supplies hereunder shall be made to +44 (0)1494 430763 Fax: +44 (0)1494 451636.

(b) At the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report (DD FORM 250).

(c) The contractor shall furnish a completed copy of the DD Form 250 or DD Form 1149 which details the weight, measurements, and number of shipping containers along with one copy of the packing list to DCMC UNITED KINGDOM, Unit 2, Hampden Court, Kingsmead Business Park, Loudwater, High Wycombe, Bucks HP11 1JU, Attention: Transportation Branch. The Transportation Branch will specify the required shipment markings and provide labels as necessary. Copies of the DD Form 250 and assistance in completing the forms may be obtained from the Contract Administration Office, see block 7 of the order for the telephone and fax numbers. In addition to the above, 2 copies of the DD Form 250 shall be forwarded to:

☒ D.S.C.C.
3990 E. Broad St.
Columbus, OH. 43216-5000
Attn: Dennis Wilkerson

NAVICP
P.O. Box 2020
Mechanicsburg, PA. 17055-0788
Attn: Leslie Babil

— D.S.C.P.
700 Robbins Ave.
Philadelphia, PA. 19111
Attn: Ron Woertz

NAVICP
700 Robbins Ave.
Philadelphia, PA. 19111-5098
Attn: Cindy Hunnell

— FISC MCAS
Building 159, Cherry Point
NC. 28533-0018
Attn Charlotte Henderson

NAVILCO
Attn: Code 20
700 Robbins Avenue
Philadelphia, PA 19111-5095

(d) Deliver to FOB U.K. port of exit.

(END OF TEXT)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

As prescribe in 222.7201(a)

(a) The Contractor shall comply with all--

- (1) Local laws, regulations, and labor union agreements governing work hours; and
- (2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

(END OF TEXT)

252.225-7008 Supplies to be Accorded Duty-Free Entry (MAR 1998)

(As prescribe in 225.1101(7))

252.225-7009 Duty-Free Entry Qualifying Country End Products and Supplies (AUG 2000)

(As prescribe in 225.1101(8))

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

(As prescribe in 225.1103(2))

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(END OF TEXT)

252.225-7042 AUTHORIZATION TO PERFORM (JUN 1997)

(As prescribe in 225.1103(3))

The Contractor represents that it has been duly authorized to operate and to do business in the country or countries in which this contract is to be performed. The Contractor also represents that it will fully comply with all laws, decrees, labor standards, and regulations of such country or countries, during the performance of this contract.

(END OF TEXT)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)

(As prescribe in 229.402-1)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(END OF TEXT)

252.229-7001 TAX RELIEF (JUN 1997)

(As prescribe in 229.402-70(a))

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: UK VATRATE (PERCENTAGE): 17.5%

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(END OF TEXT)

252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (JUN 1997)
(As prescribe in 229.402-70(f))

The supplies or services identified in this contract are to be delivered at a price exclusive of value added tax under arrangements between the appropriate United States authorities and Her Majesty's Customs and Excise (Reference Priv 46/7). By executing this contract, the Contracting Officer certifies that these supplies or services are being purchased for United States Government official purposes only.

(END OF TEXT)

252.229-7007 -- VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUN 1997)
(As prescribe in 229.402-70(g))

The Contractor shall insert the following statement on all Material Inspection and Receiving Reports (DD Form 250 series) for Contracting Officer approval: "I certify that the items listed on this invoice have been received by the United States."

(END OF TEXT)

252.229-7008 -- RELIEF FROM IMPORT DUTY (UNITED KINGDOM) (JUN 1997)
(As prescribe in 229.402-70(h))

Any import dutiable articles, components, or raw materials supplied to the United States Government under this contract shall be exclusive of any United Kingdom import duties. Any imported items supplied for which import duty already has been paid will be supplied at a price exclusive of the amount of import duty paid. The Contractor is advised to contact Her Majesty's (HM) Customs and Excise to obtain a refund upon completion of the contract (Reference HM Customs and Excise Notice No.431, July 1993, entitled "Relief from Customs Duty and/or Value Added Tax on United States Government Expenditures in the United Kingdom").

(END OF TEXT)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
(As prescribe in 232.806(a)(1))

- (a) No claims for monies due, or to become due, shall be assigned by the Contractor unless--
 - (1) Approved in writing by the Contracting Officer;
 - (2) Made in accordance with the laws and regulations of the United States of America; and
 - (3) Permitted by the laws and regulations of the Contractor's country.
- (b) In no event shall copies of this contractor of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.
- (c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall--

- (1) Identify the assignee by name and complete address; and
- (2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(END OF TEXT)

252.233-7001 Choices of Law (Overseas) (JUN 1997)
 (As prescribe in 233.215-70)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(END OF TEXT)

252.246-7000 Material Inspection and Receiving Report (DEC 1991)
 (As prescribe in 246.370)

99.999-9999 Distribution of Purchase Orders (JAN 95) NRCC DET LON

- ☒ 1 Copy Contractor: (Block 9 of the DD 1155)
 Marked "DUPLICATE ORIGINAL")
- ☒ 5 Copies Administration Office: (Block 7 of the DD 1155)
 (One Copy marked "DUPLICATE ORIGINAL")
- ☒ 1 Copy Payment Office: (Block 15 of the DD 1155)
 (One copy marked "DUPLICATE ORIGINAL")
- ☒ 1 Copy Accounting and Finance Office:
- ☒ 2 Copies Requisitioner: SEE CLAUSE 00.000-0122
- _____ 1 Copy: Consignee: _____
- _____ 1 Copy: Other: _____

(END OF TEXT)